

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRB SYSTEMS, LLC		10/06/2017	Limited Liability Company: OHIO
UNITEC, LLC		10/06/2017	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3565453	ARM
Registration Number:	3433475	AUTOMATIC RECHARGE MODULE
Registration Number:	4389251	CARPICS
Registration Number:	1577490	CARWATCH
Registration Number:	4486107	C-START
Registration Number:	4032457	CLEAN SENSE
Serial Number:	87517852	CUSTOMER TUNNEL
Registration Number:	5109095	C-WASHPAL
Registration Number:	5004514	DIRECTOR
Registration Number:	3153589	DRB SYSTEMS
Registration Number:	2016072	ENTERLINK
Registration Number:	3577739	EZ TRAK
Registration Number:	3407988	FASTPASS
Registration Number:	4272915	INDUSTRYWATCH
Registration Number:	5172587	IN-KNOW-VATION
Serial Number:	87293352	ITCC

CH \$940.00 3565453

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2340178	PORTAL
Registration Number:	5109097	PORTAL TI+
Registration Number:	1734433	PROFIT WATCH
Registration Number:	5109093	REACHFREE ID
Registration Number:	3865167	SENTINEL
Registration Number:	2274977	SITEWATCH
Registration Number:	4485221	SMARTCODES
Registration Number:	4081288	SOCIAL CIRCLE
Registration Number:	3929950	STATWATCH
Registration Number:	5242230	SUCCESSWATCH
Registration Number:	5114115	THE CAR WASH STARTS HERE
Registration Number:	1665724	TUNNELWATCH
Registration Number:	5109098	UNITEC
Registration Number:	3774473	UNITEC ELECTRONICS
Registration Number:	3007358	VIP WASH COUPONS
Registration Number:	3007359	VIP WASH PASS
Registration Number:	4170358	WASH SELECT II
Registration Number:	3124918	WASHPAY
Registration Number:	4094192	XPRESS CARD CLEARING
Registration Number:	3383548	XPRESS PAY TERMINAL
Registration Number:	3452487	XPT

CORRESPONDENCE DATA

Fax Number: 3105572193

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11668.272
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/06/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by DRB Systems, LLC, an Ohio limited liability company (“**DRB Systems**”), and Unitec, LLC, a Maryland limited liability company (“**Unitec**” and, together with DRB Systems, collectively the “**Grantors**” and each a “**Grantor**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantors are party to that certain Security Agreement, dated as of October 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto and the Administrative Agent pursuant to which Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by any Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DRB SYSTEMS, LLC,

as a Grantor

By: RSChandler

Name: Robert S. Chandler

Title: Chief Financial Officer

UNITEC, LLC,

as a Grantor

By: RSChandler

Name: Robert S. Chandler

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: _____

Name: _____

Scott Lam

Title: _____

Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
DRB Systems, LLC	ARM	77246392 8/3/2007	3565453 1/20/2009
DRB Systems, LLC	AUTOMATIC RECHARGE MODULE	77172146 5/3/2007	3433475 5/20/2008
DRB Systems, LLC	CARPICS	85631911 5/22/2012	4389251 8/20/2013
DRB Systems, LLC	CARWATCH	73794708 4/21/1989	1577490 1/16/1990
DRB Systems, LLC	CARWATCH	—	TM11446 4/11/1986
Unitec, LLC	C-START	85759024 10/19/2012	4486107 2/18/2014
Unitec, LLC	CLEAN SENSE	85056254 06/07/2010	4032457 09/27/2011
DRB Systems, LLC	CUSTOMER TUNNEL	87517852 7/6/2017	—
Unitec, LLC	C-WASHPAL	87037430 5/15/2016	5109095 12/27/2016
Unitec, LLC	DIRECTOR	86607373 4/23/2015	5004514 7/19/2016
DRB Systems, LLC	DRB SYSTEMS	78714636 9/16/2005	3153589 10/10/2006
Unitec, LLC	ENTERLINK	74525548 5/17/1994	2016072 11/12/1996
Unitec, LLC	EZ TRAK	77419786 3/12/2008	3577739 2/17/2009
DRB Systems, LLC	FASTPASS	77083158 1/15/2007	3407988 4/8/2008
DRB Systems, LLC	INDUSTRYWATCH	85344362 6/13/2011	4272915 1/8/2013

Grantor	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
DRB Systems, LLC	IN-KNOW-VATION IN STYLIZED LETTERS IN-KNOW-VATION	86855757 12/21/2015	5172587 3/28/2017
DRB Systems, LLC	ITCC	87293352 1/9/2017	—
Unitec, LLC	PORTAL	75550787 9/10/1998	2340178 4/11/2000
Unitec, LLC	PORTAL TI+	87037435 5/15/2016	5109097 12/27/2016
DRB Systems, LLC	PROFIT WATCH	74015397 1/2/1990	1734433 11/24/1992
Unitec, LLC	REACHFREE ID	87037410 5/15/2016	5109093 12/27/2016
Unitec, LLC	SENTINEL	77657982 1/28/2009	3865167 10/19/2010
DRB Systems, LLC	SITEWATCH	75395195 11/24/1997	2274977 8/31/1999
DRB Systems, LLC	SMARTCODES	86012809 7/17/2013	4485221 2/18/2014
DRB Systems, LLC	SOCIAL CIRCLE	85248347 2/22/2011	4081288 1/3/2012
DRB Systems, LLC	STATWATCH	77936198 2/16/2010	3929950 3/8/2011
DRB Systems, LLC	SUCCESSWATCH	86822953 11/17/2015	5242230 7/11/2017
Unitec, LLC	THE CAR WASH STARTS HERE	87037421 5/15/2016	5114115 1/3/2017
DRB Systems, LLC	TUNNELWATCH	74117004 5/20/1990	1665724 11/26/1991

Grantor	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
Unitec, LLC	UNITEC AND DESIGN 	87037443 5/15/2016	5109098 12/27/2016
Unitec, LLC	UNITEC ELECTRONICS	77810646 8/22/2009	3774473 4/13/2010
Unitec, LLC	VIP WASH COUPONS	78370353 2/19/2004	3007358 10/18/2005
Unitec, LLC	VIP WASH PASS	78370362 2/19/2004	3007359 10/18/2005
Unitec, LLC	WASH SELECT II	85333198 5/29/2011	4170358 7/10/2012
Unitec, LLC	WASHPAY	78605577 4/10/2005	3124918 8/1/2006
DRB Systems, LLC	XPRESS CARD CLEARING	77930216 2/8/2010	4094192 1/31/2012
DRB Systems, LLC	XPRESS PAY TERMINAL	77217103 6/27/2007	3383548 2/12/2008 Supplemental Register
DRB Systems, LLC	XPT	77226200 7/10/2007	3452487 6/24/2008